

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

- 1.1 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.

2. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

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4. Directory Listing and Directory Distribution

To the extent required by Applicable Law, Verizon will provide directory services to [Marion Telephone](#). Such services will be provided in accordance with the terms set forth herein.

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4.1 Listing Information.

As used herein, "Listing Information" means a [Marion Telephone](#) Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

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4.2 Listing Information Supply.

[Marion Telephone](#) shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information and the service address for each [Marion Telephone](#) Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. [Marion Telephone](#) shall also provide to Verizon on a daily basis: (a) information showing [Marion Telephone](#) Customers who have disconnected or terminated their service with [Marion Telephone](#); and (b) delivery information for each non-listed or non-published [Marion Telephone](#) Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to [Marion Telephone](#) (normally within forty-eight (48) hours of receipt by Verizon, excluding non-business days) a query on any listing that is not acceptable.

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4.3 Listing Inclusion and Distribution.

Verizon shall include each [Marion Telephone](#) Customer's primary listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such [Marion Telephone](#)

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Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of [Marion Telephone](#)'s Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. [Marion Telephone](#) shall pay Verizon's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for [Marion Telephone](#)'s Customers.

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4.4 Verizon Information.

Upon request by [Marion Telephone](#), Verizon shall make available to [Marion Telephone](#) the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Verizon shall also make available to [Marion Telephone](#), on Verizon's Wholesale website (or, at Verizon's option, in writing) Verizon's directory listings standards and specifications.

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4.5 Confidentiality of Listing Information.

Verizon shall accord [Marion Telephone](#) Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license [Marion Telephone](#) Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as [Marion Telephone](#) Customers are not separately identified as such; and provided further that [Marion Telephone](#) may identify those of its Customers who request that their names not be sold for direct marketing purposes and Verizon shall honor such requests to the same extent that it does for its own Customers. Verizon shall not be obligated to compensate [Marion Telephone](#) for Verizon's use or licensing of [Marion Telephone](#) Listing Information.

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4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of [Marion Telephone](#) Customer listings. At [Marion Telephone](#)'s request, Verizon shall provide [Marion Telephone](#) with a report of all [Marion Telephone](#) Customer listings in a reasonable timeframe prior to the service order close date for the applicable directory. Verizon shall process any corrections made by [Marion Telephone](#) with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

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4.7 Indemnification.

[Marion Telephone](#) shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, [Marion Telephone](#) warrants to Verizon that [Marion Telephone](#) has the right to provide such Listing Information to Verizon on behalf of its Customers. [Marion Telephone](#) shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. [Marion Telephone](#) agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or

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asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Marion Telephone hereunder.

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4.8 Liability.

Verizon's liability to Marion Telephone in the event of a Verizon error in or omission of a Marion Telephone Customer listing shall not exceed the amount actually paid by Marion Telephone to Verizon for such listing. Marion Telephone agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Marion Telephone's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers as set forth in Verizon's applicable Tariffs.

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4.9 Service Information Pages.

Verizon shall include all Marion Telephone NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Marion Telephone's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Marion Telephone is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Marion Telephone's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Marion Telephone's critical contact information for Marion Telephone's installation, repair and Customer service, as provided by Marion Telephone. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Marion Telephone shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

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4.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

4.11 Other Directory Services.

Marion Telephone acknowledges that if Marion Telephone desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

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5. Voice Information Service Traffic

5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Interconnection Attachment.

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5.2 If a [Marion Telephone](#) Customer is served by resold Verizon dial tone line Telecommunications Service or a Verizon Local Switching UNE, to the extent reasonably feasible, Verizon will route Voice Information Service Traffic originating from such Service or UNE to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, [Marion Telephone](#) shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to [Marion Telephone](#). [Marion Telephone](#) shall pay Verizon such charges in full regardless of whether or not [Marion Telephone](#) collects such charges from its Customer.

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5.3 [Marion Telephone](#) shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event [Marion Telephone](#) exercises such option, [Marion Telephone](#) will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow [Marion Telephone](#) to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless [Marion Telephone](#) has entered into a written agreement with Verizon under which [Marion Telephone](#) will collect from [Marion Telephone's](#) Customer and remit to Verizon the Voice Information Service provider's charges, [Marion Telephone](#) shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to [Marion Telephone](#). [Marion Telephone](#) shall pay Verizon such charges in full regardless of whether or not [Marion Telephone](#) collects such charges from its own Customer.

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6. Intercept and Referral Announcements

6.1 When a Customer changes its service provider from Verizon to [Marion Telephone](#), or from [Marion Telephone](#) to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

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6.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

6.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

7. Originating Line Number Screening (OLNS)

Upon [Marion Telephone's](#) request, Verizon will update its database used to provide originating line number screening (the database of information which indicates to an

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operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

8. Operations Support Systems (OSS) Services

8.1 Definitions.

The terms listed below shall have the meanings stated below:

8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Marion Telephone Usage Information to Marion Telephone pursuant to Section 8.3 of this Attachment; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 of this Attachment.

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8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Marion Telephone.

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8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Marion Telephone through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Marion Telephone Customer accessed by, or disclosed or provided to, Marion Telephone through or as a part of Verizon OSS Services; and, (b) any Marion Telephone Usage Information (as defined in Section 8.1.6 of this Attachment) accessed by, or disclosed or provided to, Marion Telephone.

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8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

8.1.6 Marion Telephone Usage Information: For a Verizon Retail Telecommunications Service purchased by Marion Telephone pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer. For a Verizon Local Switching Network Element purchased by Marion Telephone pursuant to the Network Element Attachment, the usage information that Verizon would record if Verizon was using such Local Switching Network Element to furnish a Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

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8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Verizon OSS Services.

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8.2.1	Upon request by Marion Telephone , Verizon shall provide to Marion Telephone Verizon OSS Services. Such Verizon OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.	Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
8.2.2	Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Marion Telephone .	Deleted: ***CLEC Acronym TXT***
8.2.3	To the extent required by Applicable Law, in providing Verizon OSS Services to Marion Telephone , Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.	Deleted: ***CLEC Acronym TXT***
8.3	Marion Telephone Usage Information.	Deleted: ***CLEC Acronym TXT***
8.3.1	Upon request by Marion Telephone , Verizon shall provide to Marion Telephone Marion Telephone Usage Information. Such Marion Telephone Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.	Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
8.3.2	Marion Telephone Usage Information will be available to Marion Telephone through the following:	Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
8.3.2.1	Daily Usage File on Data Tape.	
8.3.2.2	Daily Usage File through Network Data Mover (NDM).	
8.3.3	Marion Telephone Usage Information will be provided in an ATIS EMI format.	Deleted: ***CLEC Acronym TXT***
8.3.4	Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 of this Attachment will be issued each Business Day.	
8.3.5	Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Marion Telephone Usage Information will be provided to Marion Telephone shall be determined by Verizon.	Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
8.4	Access to and Use of Verizon OSS Facilities.	
8.4.1	Verizon OSS Facilities may be accessed and used by Marion Telephone only to the extent necessary for Marion Telephone 's access to and use of Verizon OSS Services pursuant to this Agreement.	Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
8.4.2	Verizon OSS Facilities may be accessed and used by Marion Telephone only to provide Telecommunications Services to Marion Telephone Customers.	Deleted: ***CLEC Acronym TXT*** Deleted: Verizon Comprehensive Agreement-v2.8c-030906.doc
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8.4.3 [Marion Telephone](#) shall restrict access to and use of Verizon OSS Facilities to [Marion Telephone](#). This Section 8 does not grant to [Marion Telephone](#) any right or license to grant sublicenses to other persons, or permission to other persons (except [Marion Telephone](#)'s employees, agents and contractors, in accordance with Section 8.4.7 of this Attachment), to access or use Verizon OSS Facilities.

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8.4.4 [Marion Telephone](#) shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for [Marion Telephone](#)'s use under this Section 8.

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8.4.5 [Marion Telephone](#) shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

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8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by [Marion Telephone](#) only in connection with [Marion Telephone](#)'s use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by [Marion Telephone](#) as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by [Marion Telephone](#) to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

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8.4.7 [Marion Telephone](#)'s employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for [Marion Telephone](#)'s access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by [Marion Telephone](#)'s employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment.

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8.5 Verizon OSS Information.

8.5.1 Subject to the provisions of this Section 8, in accordance with, but only to the extent required by, Applicable Law, Verizon grants to [Marion Telephone](#) a non-exclusive license to use Verizon OSS Information.

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8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, [Marion Telephone](#) shall acquire no rights in or to any Verizon OSS Information.

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8.5.3 The provisions of this Section 8.5.3 shall apply to all Verizon OSS Information, except (a) [Marion Telephone](#) Usage Information, (b) CPNI of [Marion Telephone](#), and (c) CPNI of a Verizon Customer or a [Marion Telephone](#) Customer, to the extent the Customer has authorized [Marion Telephone](#) to use the CPNI.

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- 8.5.3.1 Verizon OSS Information may be accessed and used by [Marion Telephone](#) only to provide Telecommunications Services to [Marion Telephone](#) Customers. Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 8.5.3.2 [Marion Telephone](#) shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions. Deleted: ***CLEC Acronym TXT***
- 8.5.3.3 Except as expressly stated in this Section 8, this Agreement does not grant to [Marion Telephone](#) any right or license to grant sublicenses to other persons, or permission to other persons (except [Marion Telephone](#)'s employees, agents or contractors, in accordance with Section 8.5.3.4 of this Attachment), to access, use or disclose Verizon OSS Information. Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 8.5.3.4 [Marion Telephone](#)'s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for [Marion Telephone](#)'s access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by [Marion Telephone](#)'s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.3.2 of this Attachment. Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 8.5.3.5 [Marion Telephone](#)'s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by [Marion Telephone](#) to provide Telecommunications Services to [Marion Telephone](#) Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of this Agreement. Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 8.5.3.6 All Verizon OSS Information received by [Marion Telephone](#) shall be destroyed or returned by [Marion Telephone](#) to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information. Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 8.5.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 8 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 8.6.1 of this Attachment), [Marion Telephone](#)'s access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of this Agreement. Deleted: ***CLEC Acronym TXT***
- 8.5.5 Audits.
- 8.5.5.1 Verizon shall have the right (but not the obligation) to audit [Marion Telephone](#) to ascertain whether [Marion Telephone](#) is complying with the requirements of Applicable Law and this Agreement with regard to [Marion Telephone](#)'s access to, and use and disclosure of, Verizon OSS Information. Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT*** Deleted: Verizon Comprehensive Agreement-v2.8c-030906.doc

8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor [Marion Telephone](#)'s access to and use of Verizon OSS Information which is made available by Verizon to [Marion Telephone](#) pursuant to this Agreement, to ascertain whether [Marion Telephone](#) is complying with the requirements of Applicable Law and this Agreement, with regard to [Marion Telephone](#)'s access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor [Marion Telephone](#)'s access to and use of Verizon OSS Information which is made available by Verizon to [Marion Telephone](#) through Verizon OSS Facilities.

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8.5.5.3 Information obtained by Verizon pursuant to this Section 8.5.5 shall be treated by Verizon as Confidential Information of [Marion Telephone](#) pursuant to Section 10 of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 8.5.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.

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8.5.6 [Marion Telephone](#) acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

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8.6 Liabilities and Remedies.

8.6.1 Any [intentional](#) breach by [Marion Telephone](#), or [Marion Telephone](#)'s employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 of this Attachment shall be deemed a material breach of this Agreement. In addition, if [Marion Telephone](#) or an employee, agent or contractor of [Marion Telephone](#) at any time [intentionally](#) breaches a provision of Sections 8.4 or 8.5 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to [Marion Telephone](#), to suspend the license to use Verizon OSS Information granted by Section 8.5.1 of this Attachment and/or the provision of Verizon OSS Services, in whole or in part.

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8.6.2 [Marion Telephone](#) agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 of this Attachment by [Marion Telephone](#) or the employees, agents or contractors of [Marion Telephone](#), and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such [intentional](#) breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

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8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any

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provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

8.8 Cooperation.

[Marion Telephone](#), at [Marion Telephone](#)'s expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

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8.8.1 Upon request by Verizon, [Marion Telephone](#) shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Verizon reasonable, good faith estimates of the volume of each type of OSS transaction that [Marion Telephone](#) anticipates submitting in each week of the next Calendar Quarter.

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8.8.2 [Marion Telephone](#) shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

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8.8.3 [Marion Telephone](#) shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

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8.9 Verizon Access to Information Related to [Marion Telephone](#) Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to [Marion Telephone](#) Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the [Marion Telephone](#) Customer in the manner required by Applicable Law.

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8.9.2 Upon request by Verizon, [Marion Telephone](#) shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to [Marion Telephone](#)'s operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to [Marion Telephone](#) Customers (as authorized by the applicable [Marion Telephone](#) Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

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8.10 Verizon Pre-OSS Services.

8.10.1 As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to [Marion Telephone](#) prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to [Marion Telephone](#). The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Services through a telephone facsimile communication.

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8.10.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of [Marion Telephone](#).

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8.10.3 Subject to the requirements of Applicable Law, the rates for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time to time.

8.10.4 The provisions of Sections 8.4 through 8.8 of this Attachment shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 of this Attachment to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 of this Attachment to Verizon OSS Information shall be deemed to include information made available to [Marion Telephone](#) through Verizon Pre-OSS Services.

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8.11 Cancellations.

Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.

9. Poles, Ducts, Conduits and Rights-of-Way

9.1 Verizon shall afford [Marion Telephone](#) non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

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9.2 [Marion Telephone](#) shall afford Verizon non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by [Marion Telephone](#). Such access shall be provided pursuant to [Marion Telephone](#)'s applicable Tariffs, or, in the absence of an applicable [Marion Telephone](#) Tariff, [Marion Telephone](#)'s generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Verizon by [Marion Telephone](#) for such access shall be no less favorable than the terms, conditions and prices offered to [Marion Telephone](#) by Verizon for access to poles, ducts, conduits and rights of way owned or controlled by Verizon.

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10. Telephone Numbers

10.1 This Section applies in connection with [Marion Telephone](#) Customers served by Telecommunications Services provided by Verizon to [Marion Telephone](#) for resale or a Local Switching Network Element provided by Verizon to [Marion Telephone](#).

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10.2 [Marion Telephone](#)'s use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.

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10.3 Subject to Sections 10.2 and 10.4 of this Attachment, if a Customer of either Verizon or [Marion Telephone](#) who is served by a Verizon Telecommunications Service ("VTS") or a Verizon Local Switching Network Element ("VLSNE") changes the LEC that serves the Customer using such VTS or VLSNE (including a change from Verizon to [Marion Telephone](#), from [Marion Telephone](#) to Verizon, or from [Marion Telephone](#) to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such Customer by Verizon immediately prior to the change.

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10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to [Marion Telephone](#) for resale, the type or class of service subscribed to by the Customer changes.

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10.5 If service on a VTS or VLSNE provided by Verizon to [Marion Telephone](#) under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a [Marion Telephone](#) switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, [Marion Telephone](#), or Telecommunications Carriers other than Verizon and [Marion Telephone](#).

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10.6 [Marion Telephone](#) may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

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11. Routing for Operator Services and Directory Assistance Traffic

For a Verizon Telecommunications Service dial tone line purchased by [Marion Telephone](#) for resale pursuant to the Resale Attachment, upon request by [Marion Telephone](#), Verizon will establish an arrangement that will permit [Marion Telephone](#) to route the [Marion Telephone](#) Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by [Marion Telephone](#). Verizon will provide this routing arrangement in accordance with, but only to the extent required by, Applicable Law. Verizon will provide this routing arrangement pursuant to an appropriate written request submitted by [Marion Telephone](#) and a mutually agreed-upon schedule. This routing arrangement will be implemented at [Marion Telephone](#)'s expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, [Marion Telephone](#) will be responsible for ongoing monthly and/or usage charges for the routing arrangement. [Marion Telephone](#) shall arrange, at its own expense, the trunking and other facilities required to transport traffic to [Marion Telephone](#)'s selected provider of operator and directory assistance services.

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12. Unauthorized Carrier Change Charges

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the

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appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.

13. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with [Marion Telephone](#) reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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INTERCONNECTION ATTACHMENT

1. General

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at (i) any technically feasible Point(s) of Interconnection on Verizon's [or Marion Telephones](#) network in a LATA and/or (ii) a fiber [or metallic](#) meet point to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's [or Marion Telephone's](#) network in a LATA would include an applicable [Tandem Wire Center or End Office Wire Center](#).

2. Points of Interconnection and Trunk Types

2.1 Point(s) of Interconnection.

- 2.1.1 Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's [and or Marion Telephones](#) network in a LATA [agreed to by both parties](#).

2.2 Trunk Types.

- 2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

- 2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

- 2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between [Marion Telephone](#) Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 9 through 11 of this Attachment; and

- 2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks) or in other separate agreements between the Parties (e.g., directory assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).

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2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

2.2.4 Marion Telephone shall establish, at the technically feasible Point(s) of Interconnection on in a LATA, separate Interconnection Trunk group(s) between such POI(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which Marion Telephone originates calls for Verizon to terminate.

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2.2.5 In the event the volume of traffic between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds (a) the Centium Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or; (c) 600 busy hour Centium Call Seconds (BHCCS) of use for a single month: (i) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (ii) if Two-Way Interconnection Trunks are used, Marion Telephone shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

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2.3 One-Way Interconnection Trunks.

2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Marion Telephone to Verizon, Marion Telephone, at Marion Telephone's own expense, shall:

2.3.1.1 provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon; and/or

2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from Marion Telephone to Verizon with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, Marion Telephone will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eighty-five (85%) for all high usage trunk groups. In the event Marion Telephone fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and Marion

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[Telephone](#) shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.

- 2.3.3 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to [Marion Telephone](#), Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection in a LATA.

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2.4 Two-Way Interconnection Trunks.

- 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and [Marion Telephone](#), [Marion Telephone](#), at its own expense, shall:

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2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection in a LATA (a) from a third party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon.

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- 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and [Marion Telephone](#), Verizon, at its own expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection in a LATA.

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- 2.4.3 Prior to establishing any Two-Way Interconnection Trunks, [Marion Telephone](#) shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centium Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

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- 2.4.4 On a semi-annual basis, [Marion Telephone](#) shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that [Marion Telephone](#) anticipates Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between [Marion Telephone](#) and Verizon. [Marion Telephone](#)'s trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

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- 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

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- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centium Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.4.8 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.01 during the average time consistent busy hour. Verizon and [Marion Telephone](#) shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR 2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.10 [Marion Telephone](#) shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. [Marion Telephone](#) shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. [Marion Telephone](#) shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.4.11 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and [Marion Telephone](#) has not notified Verizon that it has corrected such blocking, Verizon may submit to [Marion Telephone](#) a Trunk Group Service Request directing [Marion Telephone](#) to remedy the blocking. Upon receipt of a Trunk Group Service Request, [Marion Telephone](#) will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.
- 2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. [Marion Telephone](#) will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty

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percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, [Marion Telephone](#) will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event [Marion Telephone](#) fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may disconnect the excess Interconnection Trunks or bill (and [Marion Telephone](#) shall pay) for the excess Interconnection Trunks at the applicable Verizon rates [after a 30 notice](#).

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- 2.4.13 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and [Marion Telephone](#)'s network, Verizon's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

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- 2.4.14 [Marion Telephone](#) will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from [Marion Telephone](#) to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between [Marion Telephone](#) and the Verizon End Office.

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3. Alternative Interconnection Arrangements

3.1 Fiber Meet Arrangement Provisions.

- 3.1.1 Either Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party; provided, however, that a Party may not make such a request if the Parties have not consistently been exchanging an amount of applicable traffic (as set forth in Section 3.1.3 below) equal to at least one (1) DS-3. Any such Fiber Meet arrangement shall be subject to the terms of this Agreement. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A to Section 2.4.14 of the Interconnection Attachment Fiber Meet Arrangement Provisions. Each such document will be treated as confidential information.

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- 3.1.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Wire Center and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.
- 3.1.3 Except as otherwise agreed by the Parties, any Fiber Meet arrangements established under this Agreement shall be used only for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA toll traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and Measured Internet Traffic, all in accordance with this Agreement. Operator services/directory assistance traffic, 911 traffic, and Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between [Marion Telephone](#) Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem, may be exchanged over Fiber Meet arrangements subject to applicable Verizon Tariff rates and charges. Except as otherwise agreed by the Parties, point-to-point (i.e., unswitched) access services and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements. Notwithstanding any other provision of this Agreement or otherwise, other than the obligation to pay any applicable intercarrier compensation charges pursuant to the terms of this Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Agreement.
- 3.1.4 [Marion Telephone](#) will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under this Agreement.

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3.2 Metallic Interconnection for Access to Unbundled Network Elements

General

A CLEC is permitted to construct or procure a structure on property other than Verizons for the purposes of provisioning expanded interconnection and/or access to unbundled network elements.

The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations, ordinances and laws, and obtaining all associated permits. Verizon may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing a structure that will force the Verizon to violate any zoning requirements or any federal, state or local regulations, ordinances, or laws.

Price Quote

Verizon shall provide the CLEC with a price quote for services required to accommodate the CLEC's request within ten (10) calendar days of the application date. The CLEC shall have seven (7) calendar days from receipt of the quote to inform Verizon, in writing, of its intent to proceed with their request and pay fifty percent (50%) of the applicable Non-Recurring Charges (NRCs), set forth in attached pricing. The remaining 50% will be billed by Verizon upon completion of the request.

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Equipment and Facilities

Cable

The CLEC is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. The CLEC is responsible for providing fire retardant riser cable that meets Company standards. Verizon is responsible for placing the CLEC's fire retardant riser cable from the cable vault to the space. Verizon is responsible for installing CLEC provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated inner duct.

If the CLEC provides its own fiber optic facility, then the CLEC shall be responsible for bringing its fiber optic cable to the premises manhole. The CLEC must leave sufficient cable length for Verizon to be able to fully extend such cable through to the CLEC's space.

Manhole/Splicing Restrictions

Verizon reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. The CLEC will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLEC is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by Verizon to be pulled through the premises conduit to the CLEC arrangement. Verizon is responsible for installing a cable splice, if necessary, where CLEC provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. Verizon will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

Testing

Upon installation of the CLEC equipment, with prior notice, Verizon will schedule an agreed upon time C with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC C equipment and the connections to Company equipment. The time period for this to occur will correspond to Verizon's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment. If the CLEC N cannot attend the scheduled turn-up phase meeting for any reason, the CLEC must provide Verizon with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If the CLECs fails to attend the scheduled meeting without the advanced written notification, Verizon reserves the right to charge the CLEC additional labor rates set forth in 16. following for subsequent turn-up meetings with the CLEC which are required to complete the turn-up phase of the arrangement. TEST ALL PAIRS

Description and Application of Rate Elements – (Non-Recurring Charges)

Engineering Fee

The Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing On-Site. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of _____.

Fiber Cable Pull–Engineering

The Fiber Cable Pull–Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an arrangement. The Fiber Cable Pull–Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.

Fiber Cable Pull–Place Inner duct

This NRC covers the cost for placing innerduct, if required for, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

Fiber Cable Pull–Labor

This charge covers the labor costs for pulling CLEC fiber cable for an arrangement. Refer to Fiber Cable Pull–Engineering above.

Cable Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

Metallic Cable Pull–Engineering

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This NRC covers the engineering costs of pulling metallic cable for _____ into Verizon wire center. For _____, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

Metallic Cable Pull-Labor

This charge covers the labor costs of pulling metallic cable for _____ into Verizon wire center.

Cable Splice-Engineering

This charge covers the outside plant engineering costs for cable splice projects associated with an arrangement.

DS1/DS0 Cable Splice-Greater Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

D1/DS0 Cable Splice-Less Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

Fiber Cable Splice

This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

Facility Pull-Engineering

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

Facility Pull-Labor

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

DS0 Cable Termination (Connectorized)/ DS0 Cable Termination (Unconnectorized)

These charges cover the labor to terminate these types of interconnection wire (cable) for _____ to the main distribution frame block or DSX panel.

DS1 Cable Termination (Connectorized)/ DS1 Cable Termination (Unconnectorized)

These charges cover the labor of terminating these types of interconnection wire (cable) for _____ to the main distribution frame block or DSX panel.

DS3 Coaxial Cable Termination (Preconnectorized)/

These charges cover the labor of terminating this type of interconnection wire (cable) for _____ to the main distribution frame block or DSX panel.

Fiber Cable Termination

This charge covers the labor of terminating fiber cable for to the main distribution frame block or DSX panel.

Miscellaneous Services-Labor

Additional labor, if required by the CLEC to complete a request, disconnect power cables, remove equipment or perform inventory services for CLECs will be rated as set forth in attached pricing.

Dedicated Transit Service (DTS) - Service Order Change

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

Dedicated Transit Service (DTS) – Service Connection CO Wiring

Applied per DTS jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

Dedicated Transit Service (DTS) – Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3 and dark fiber circuits for DTS.

BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

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Description and Application of Rate Elements - (Monthly Charges)

Cable Subduct Space—Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

Cable Subduct Space

The Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

Facility Termination DS0 Cable

This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.

Facility Termination DS1 Cable

The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.

Facility Termination DS3 Cable

The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.

Cable Vault Space

The Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.

Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

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LOCAL NETWORK

aCCESS SERVICES Rates and Charges

	<u>MONTHLY</u> <u>NRC</u>	<u>CHARGE</u>
<u>BITS Timing</u>		
Engineering/Termination, Per Project	22.00	--
Material/Labor, Per Linear Foot	0.78	--
Per Port, Per Month	--	\$7.28
<u>Engineering Fee</u>		
On-Site, Per Occurrence	\$ 576.89	--
<u>Fiber Cable Pull-</u>		
Engineering, Per Project	\$316.30	--
<u>Fiber Cable Pull-Place</u>		
Innerduct, Per Linear Foot	1.77	--
<u>Fiber Cable Pull</u>		
Per Linear Foot	1.10	--
<u>Cable Fire Retardant</u>		
Per Occurrence	24.95	--
<u>Metallic Cable Pull-</u>		
Engineering, Per Project	316.30	--
<u>Metallic Cable Pull</u>		
Per Linear Foot	1.73	--
<u>Metallic Cable Splice</u>		
Engineering, Per Project	15.82	--
Greater than 200 Pair,		
Per DSO/DS1 Pair	0.76	--
200 Pair or Less, Per DSO/DS1 Pair	1.68	--
<u>Fiber Cable Splice</u>		
Engineering, Per Fiber	15.82	--
48 Fiber or Less, Per Fiber	83.38	--
Greater than 48 Fiber, Per Fiber	66.36	--
<u>Facility Pull-Engineering</u>		
Per Project	46.02	--
<u>Facility Pull</u>		
Per Linear Foot	\$0.62	--
<u>Cable Termination</u>		
<u>DSO Cable (Connectorized)</u>		
Per 100 Pair	2.50	--
<u>DSO Cable (Unconnectorized)</u>		
Per 100 Pair	24.95	--
<u>DS1 Cable (Connectorized)</u>		
Per 28 Pair	0.62	--

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<u>DS1 Cable (Unconnectorized)</u>		
Per 28 Pair	18.71	--
<u>DS3 Coaxial Cable (Preconnectorized)</u>		
Per DS3	0.62	--
<u>DS3 Cable (Unconnectorized)</u>		
Per DS3	6.24	--
Fiber Cable, Per Fiber Termination	83.38	--
<u>Subduct Space</u>		
Manhole, Per Project	--	\$4.56
Per Linear Foot	--	0.04
<u>Conduit Space (4" Duct)</u>		
Manhole, Metallic, Per Conduit	--	7.36
Metallic, Per Linear Foot	--	0.04
<u>Facility Termination-Material</u>		
DSO Cable, Per 100 Pair	--	2.27
DS1 Cable, Per 28 Pair	--	11.57
DS3 Cable, Per Coaxial	--	7.12
<u>Cable Vault Space</u>		
Per 1200 Pair, Material, Per Splice	--	\$254.36
Per 1200 Pair, Per Cable	--	2.45
Per 900 Pair, Material, Per Splice	--	185.24
Per 900 Pair, Per Cable	--	2.22
Per 600 Pair, Material, Per Splice	--	122.65
Per 600 Pair, Per Cable	--	1.58
Per 100 Pair, Material, Per Splice	--	25.89
Per 100 Pair, Per Cable	--	0.36
Per 48 Fiber, Material, Per Splice	--	6.39
Per 48 Fiber, Per Subduct	--	0.66
Per 96 Fiber, Material, Per Splice	--	18.26
Per 96 Fiber, Per Subduct	--	0.66
<u>Cable Rack Space</u>		
Metallic DSO, Per Linear Foot	--	0.0029
Metallic DS1, Per Linear Foot	--	0.0018
Fiber, Per Innerduct Foot	--	0.0040
Coaxial, Per Linear Foot	--	0.0100
<u>Labor Rates, Per Technician</u>		
<u>Basic Business Day</u>		
1st Half Hour	26.81	--
Each Additional Half Hour	13.41	--
<u>Overtime Non-Business Day</u>		
1st Half Hour	100.00	--
Each Additional Half Hour	75.00	--
<u>Premium Non-Business Day</u>		
1st Half Hour	150.00	--
Each Additional Half Hour	125.00	--

3.3 At MarionTelephones request, Verizon will provide redundant entrances

4. Initiating Interconnection

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4.1 If [Marion Telephone](#) determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, [Marion Telephone](#) shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

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4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA in accordance with this Agreement; (c) [Marion Telephone](#)'s intended Interconnection activation date; (d) a forecast of [Marion Telephone](#)'s trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.

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4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of [Marion Telephone](#)'s notice provided for in Section 4.1 of this Attachment, Verizon and [Marion Telephone](#) shall confirm the technically feasible Point of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

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5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 For both One-Way and Two-Way Interconnection Trunks, if [Marion Telephone](#) wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if [Marion Telephone](#) orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

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- 5.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.
- 5.2.4 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will output ten (10) digits to the other Party.
- 5.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing [Marion Telephone](#) traffic to Verizon, the subtending arrangements between Verizon Tandems and Verizon End Offices shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Verizon Tandem subtended by the terminating End Office serving the Verizon Customer). For purposes of routing Verizon traffic to [Marion Telephone](#), the subtending arrangements between [Marion Telephone](#) Tandems and [Marion Telephone](#) End Offices shall be the same as the Tandem/End Office subtending arrangements that [Marion Telephone](#) maintains for the routing of its own or other carriers' traffic.

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5.4 Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

6. Traffic Measurement and Billing over Interconnection Trunks

- 6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such

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traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

- 6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.
- 6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).
- 6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 6.5 If and, to the extent that, a [Marion Telephone](#) Customer receives V/FX Traffic, [Marion Telephone](#) shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such [Marion Telephone](#) Customers.

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7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

7.1 Reciprocal Compensation.

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated [using the FCC pricing of .0007](#); it being understood and agreed that Verizon shall charge (and [Marion Telephone](#) shall pay Verizon) the End Office Reciprocal Compensation rate set forth for Reciprocal Compensation Traffic [Marion Telephone](#) physically delivers to a POI at the Verizon Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge ([Marion Telephone](#) shall pay Verizon) the Tandem Reciprocal Compensation rate set forth for Reciprocal Compensation Traffic [Marion Telephone](#) delivers to Verizon; it also being understood and agreed that [Marion Telephone](#) shall charge (and Verizon shall pay [Marion Telephone](#)) the [Tandem and](#) End Office Reciprocal Compensation rate set forth for Reciprocal Compensation Traffic Verizon delivers to [Marion Telephone](#). These rates are to be applied at the technically feasible Point(s) of Interconnection in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by [Marion Telephone](#), or delivered by [Marion Telephone](#) for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection in a LATA to its Customer; provided, however, for the avoidance of any doubt, [Marion Telephone](#) shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other collocation related Services that [Marion Telephone](#) obtains from Verizon. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

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7.2 Traffic Not Subject to Reciprocal Compensation.

7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.

7.2.2 Reciprocal Compensation shall not apply to [Internet Traffic](#).

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7.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.

7.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.

7.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

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- 7.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 7.2.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 7.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a [Marion Telephone](#) Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, [Marion Telephone](#) shall pay Verizon's originating access charges for all V/FX Traffic originated by a Verizon Customer, and [Marion Telephone](#) shall pay Verizon's terminating access charges for all V/FX Traffic originated by a [Marion Telephone](#) Customer.
- 7.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by [Marion Telephone](#) to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to [Marion Telephone](#).

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8. Other Types of Traffic

- 8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3 For any traffic originating with a third party carrier and delivered by [Marion Telephone](#) to Verizon, [Marion Telephone](#) shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by [Marion Telephone](#). The same will be granted to Marion Telephone
- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall

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be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Order.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between [Marion Telephone](#) Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where [Marion Telephone](#) elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

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9.2 Access Toll Connecting Trunk Group Architecture.

9.2.1 If [Marion Telephone](#) chooses to subtend a Verizon access Tandem, [Marion Telephone](#)'s NPA/NXX must be assigned by [Marion Telephone](#) to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.

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9.2.2 [Marion Telephone](#) shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from [Marion Telephone](#)'s Customers.

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9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office [Marion Telephone](#) utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.

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9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow [Marion Telephone](#)'s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access Tandem.

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10. Meet-Point Billing Arrangements

10.1 [Marion Telephone](#) and Verizon will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.

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10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable [Marion Telephone](#) Routing Point/Verizon Serving Wire Center combinations.

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10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

10.4 [Marion Telephone](#) and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

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10.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.

10.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each [Marion Telephone](#) Routing Point/Verizon Serving Wire Center combination, the MPB billing percentages for transport between the [Marion Telephone](#) Routing Point and the Verizon Serving Wire Center shall be calculated in accordance with the formula set forth in Section 10.17 of this Attachment.

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10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

10.8 Verizon shall provide [Marion Telephone](#) with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

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10.9 [Marion Telephone](#) shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

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10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 of this Attachment shall be sent to the following addresses:

To [Marion Telephone](#):

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For Verizon (Former BA service area):

New York State Access Pool
C/O ACM, Inc.
120 Erie Blvd.
Schenectady, NY 12305
Attn: Mark Ferri

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For Verizon (Former GTE service area):

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock D
Temple Terrace, FL 33637

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.

10.11 [Marion Telephone](#) and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

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10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

10.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

10.16 In the event [Marion Telephone](#) determines to offer Telephone Exchange Services in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable [Marion Telephone](#) to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where there are located [Marion Telephone](#) Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.

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10.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

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a / (a + b) = [Marion Telephone](#) Billing Percentage

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and

b / (a + b) = Verizon Billing Percentage

where:

a = the airline mileage between [Marion Telephone](#) Routing Point and the actual point of interconnection for the MPB arrangement; and

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b = the airline mileage between the Verizon Serving Wire Center and the actual point of interconnection for the MPB arrangement.

10.18 [Marion Telephone](#) shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of [Marion Telephone's](#) delivery of notice to Verizon, Verizon and [Marion Telephone](#) shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

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11. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all [Marion Telephone](#) originating "untranslated" 8YY traffic will be routed over a separate One-Way Miscellaneous Trunk group.

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11.1 When [Marion Telephone](#) delivers translated 8YY calls to Verizon to be completed by

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11.1.1 an IXC:

11.1.1.1 [Marion Telephone](#) will provide an appropriate EMI record to Verizon;

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11.1.1.2 [Marion Telephone](#) will bill the IXC the [Marion Telephone's](#) applicable Switched Exchange Access Tariff charges and the [Marion Telephone's](#) applicable Tariff query charges; and.

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11.1.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges.

11.1.2 Verizon:

11.1.2.1 [Marion Telephone](#) will provide an appropriate EMI record to Verizon; and

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11.1.2.2 [Marion Telephone](#) will bill Verizon the [Marion Telephone's](#) Switched Exchange Access Tariff charges and the [Marion Telephone's](#) applicable Tariff query charge.

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11.1.3 a toll free service access code service provider in that LATA:

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- 11.1.3.1 [Marion Telephone](#) will provide an appropriate EMI record to Verizon and the toll free service access code service provider; Deleted: ***CLEC Acronym TXT***
- 11.1.3.2 [Marion Telephone](#) will bill the toll free service access code service provider the [Marion Telephone](#)'s applicable Switched Exchange Access Tariff charges and the [Marion Telephone](#)'s applicable Tariff query charges; and Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 11.1.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's Customer or another LEC's Customer to [Marion Telephone](#) to be completed by Deleted: ***CLEC Acronym TXT***
- 11.2.1 [Marion Telephone](#): Deleted: ***CLEC Acronym TXT***
- 11.2.1.1 Verizon will provide an appropriate EMI record to [Marion Telephone](#); and Deleted: ***CLEC Acronym TXT***
- 11.2.1.2 Verizon will bill [Marion Telephone](#) Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges. Deleted: ***CLEC Acronym TXT***
- 11.2.2 a toll free service access code service provider in that LATA:
- 11.2.2.1 Verizon will provide an appropriate EMI record to [Marion Telephone](#) and the toll free service access code service provider; Deleted: ***CLEC Acronym TXT***
- 11.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
- 11.2.2.3 [Marion Telephone](#) will bill the toll free service access code service provider the [Marion Telephone](#)'s applicable Switched Exchange Access Tariff charges. Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 11.3 When [Marion Telephone](#) delivers untranslated 8YY calls to Verizon to be completed by Deleted: ***CLEC Acronym TXT***
- 11.3.1 an IXC:
- 11.3.1.1 Verizon will query the call and route the call to the appropriate IXC;
- 11.3.1.2 Verizon will provide an appropriate EMI record to [Marion Telephone](#); Deleted: ***CLEC Acronym TXT***
- 11.3.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and Deleted: ***CLEC Acronym TXT*** Deleted: ***CLEC Acronym TXT***
- 11.3.1.4 [Marion Telephone](#) will bill the IXC [Marion Telephone](#)'s applicable Switched Exchange Access Tariff charges. Deleted: Verizon Comprehensive Agreement-v2.8c-030906.doc

11.3.2 Verizon:

11.3.2.1 Verizon will query the call and complete the call;

11.3.2.2 Verizon will provide an appropriate EMI record to [Marion Telephone](#);

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11.3.2.3 [Marion Telephone](#) will bill Verizon the [Marion Telephone](#)'s applicable Switched Exchange Access Tariff charges.

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11.3.3 a toll free service access code service provider in that LATA:

11.3.3.1 Verizon will query the call and route the call to the appropriate toll free service access code service provider;

11.3.3.2 Verizon will provide an appropriate EMI record to [Marion Telephone](#) and the toll free service access code service provider;

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11.3.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff and Verizon's applicable Tariff query charges; and

11.3.3.4 [Marion Telephone](#) will bill the toll free service access code service provider the [Marion Telephone](#)'s applicable Switched Exchange Access Tariff charges.

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11.4 Verizon will not direct untranslated toll free service access code call to [Marion Telephone](#).

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12. Tandem Transit Traffic

12.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on [Marion Telephone](#)'s network, and is transported through Verizon's Tandem to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier"). Neither the originating nor terminating customer is a Customer of Verizon. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

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12.2 Tandem Transit Traffic Service provides [Marion Telephone](#) with the transport of Tandem Transit Traffic as provided below.

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12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 6 of this Attachment. [Marion Telephone](#) shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

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12.4 [Marion Telephone](#) may use Tandem Transit Traffic Service only for traffic that originates on [Marion Telephone](#)'s network and only to send traffic to an Other Carrier with whom [Marion Telephone](#) has a reciprocal traffic exchange arrangement (either via written agreement or mutual tariffs) that provides for the Other Carrier, to terminate or complete traffic originated by [Marion Telephone](#) and to bill [Marion Telephone](#), and not to bill Verizon, for such traffic. [Marion Telephone](#) agrees not to use Verizon's Tandem Transit Traffic Service to send

traffic to an Other Carrier with whom [Marion Telephone](#) does not have such a reciprocal traffic exchange arrangement or to send traffic that does not originate on [Marion Telephone](#)'s network.

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- 12.5 [Marion Telephone](#) shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment. Verizon will not be liable for compensation to any Other Carrier for any traffic that is transported through Verizon's Tandem and Verizon reserves the right to assess to [Marion Telephone](#) any additional charges or costs any Other Carrier imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If Verizon is billed by any Other Carrier for any traffic originated by [Marion Telephone](#), Verizon may provide notice to [Marion Telephone](#) of such billing. Upon receipt of such notice, [Marion Telephone](#) shall immediately stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until it has provided to Verizon certification that the Other Carrier has removed such billed charges from its bill to Verizon and that the Other Carrier will not bill Verizon for any traffic originated by [Marion Telephone](#). Such certification must be signed by an authorized officer or agent of the Other Carrier and must be in a form acceptable to Verizon.

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- 12.6 If [Marion Telephone](#) uses Tandem Transit Traffic Service for traffic volumes that exceed the CCS busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"), [Marion Telephone](#) shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Verizon believes that [Marion Telephone](#) has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.

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- 12.7 If [Marion Telephone](#) fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Verizon may exercise any and all remedies under this Agreement and Applicable Law for such breach.

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- 12.8 If or when a third party carrier plans to subtend a [Marion Telephone](#) switch, then [Marion Telephone](#) shall provide written notice to Verizon at least ninety (90) days before such subtending arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, [Marion Telephone](#) shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to [Marion Telephone](#) as defined in this Section such that Verizon may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subtends a [Marion Telephone](#) Central Office or its equivalent ("Reciprocal Tandem Transit Service"). [Marion Telephone](#) shall offer such Reciprocal Transit Service arrangements under terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section.

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- 12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Center Areas and Routing Points

- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned

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any Central Office Codes (“NXX”) pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

- 13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party’s assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, [Marion Telephone](#) shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. [Marion Telephone](#) shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

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- 13.4 [Marion Telephone](#) will also designate a Routing Point for each assigned NXX code. [Marion Telephone](#) shall designate one location for each Rate Center Area in which the [Marion Telephone](#) has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of [Marion Telephone](#) will be routed in the same manner as calls to [Marion Telephone](#)’s initial NXXs.

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- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain [Marion Telephone](#)’s choices regarding the size of the local calling area(s) that [Marion Telephone](#) may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon’s local calling areas.

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14. Joint Network Implementation and Grooming Process; Forecasting

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the “Joint Grooming Process” or “Joint Process”) which may define and detail, inter alia:

- 14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon’s network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.
- 14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

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- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible Point(s) of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and
- 14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Trunk Forecasting Requirements.

14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, [Marion Telephone](#) shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.

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14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, [Marion Telephone](#) shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when [Marion Telephone](#) develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) [Marion Telephone](#) plans to deploy a new switch; (b) [Marion Telephone](#) plans to implement a new POI or network architecture; (c) [Marion Telephone](#) plans to rearrange its network; (d) [Marion Telephone](#) plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) [Marion Telephone](#) plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) [Marion Telephone](#) expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks.

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14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on [Marion Telephone](#) or Verizon.

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15. Number Portability - Section 251(B)(2)

15.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP ("Local Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a

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reciprocal basis.

- 15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.
- 15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.
- 15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), according to industry standards.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; NXX codes assigned for internal testing and official use, and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted

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by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

- 15.4.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

- 15.4.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition, the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.4.

- 15.5 [Marion Telephone](#) shall submit orders to port numbers electronically using an LSR via the Verizon web Graphical User Interface ("GUI") or Electronic Data Interface ("EDI") pursuant to the instructions, business rules and guidelines set forth on the Verizon wholesale website.

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16. **Good Faith Performance**

[A procedure will be developed to port number back if service is not installed](#)

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If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of [State] a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with [Marion Telephone](#) reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such

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